

REIMBURSABLE AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GLENN RESEARCH CENTER  
AND  
NATIONAL TECHNOLOGY AND ENGINEERING SOLUTIONS OF SANDIA, LLC.  
FOR  
ENGINEERING AND TESTING SERVICES

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Glenn Research Center, located at 21000 Brookpark Road, Cleveland, OH 44135 (hereinafter referred to as "NASA" or "NASA GRC") and National Technology and Engineering Solutions of Sandia, LLC., located at 1515 Eubank SE, Albuquerque, NM 87185-1423 (hereinafter referred to as "Partner" or "NTESS"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The Parties wish to conduct testing of mutual interest. This Agreement shall be conducted in two phases. Phase 1: Planning and Engineering activities which will be conducted by the Parties via telework. Phase 2: Execution Phase, which shall include the final test preparation activities and conducting the actual test. The testing will take place in the In-Space Propulsion Facility ("ISPF") located at the Neil A. Armstrong Test Facility, Sandusky, Ohio.

ARTICLE 3. RESPONSIBILITIES

A. NASA GRC will use reasonable efforts to:

Phase 1: Planning and Engineering (Performed via telework.):

1. Provide GRC personnel to support NTESS during pre-installation timeframe to prepare for test, define interfaces, safety documents, operational readiness review documents, and test procedures.
2. In coordination with NTESS security representatives, plan to implement any identified facility security measures required by the customer (requirements are currently TBD).
3. Provide GRC engineering support (defining requirements, facility interfaces, etc.) for customer provided ground support equipment (GSE) as follows:
  - a. Adaptive hardware to mount and remotely drop the test article suspended from the existing test chamber beam at elevation 670 feet above sea level (ASL).
  - b. Arrest system to decelerate and capture the test article after drop at elevation 620 feet ASL.
4. Provide GRC engineering support to design, build, and procure curtain for cold wall.
5. In coordination with Sandia representatives, identify and assist in preparing required safety documentation and operating procedures (as needed) for the following:
  - a. Execution of drop test(s).

- b. Laser operations.
- c. Storage and use of pyrotechnic devices.
- 6. Conduct a Safety Permit Review to determine if further work is needed before Phase 2.

Phase 2: Execution Phase (Conduct final preparation and execute facility test.):

- 1. Provide the ISPF to conduct vacuum operations.
- 2. Implement any identified facility security measures required by the customer
- 3. Perform the following tests.
  - a. Four (4) evacuation cycles to required pressure ( $< 8 \times 10^{-4}$  Torr). Accounts for one extra cycle in case of aborted test.
- 4. Provide ISPF systems and operators as required to meet vacuum test conditions in item 2 above.
- 5. Provide personnel to perform installation of the cold wall curtain.
- 6. Provide personnel to perform installation of the test article into the facility and integration of test instrumentation and support systems (GN2 camera purge).
- 7. Provide generally-clean, non-condensable environment inside test chamber.
- 8. Provide existing facility overhead cranes: 20-ton High bay (60-foot hook height) and 5-ton High bay auxiliary crane (60-foot hook height), both are NASA critical-lift certified per NASA-STD-8719.9.
- 9. Provide personnel to operate ISPF overhead cranes, as needed.
- 10. Provide gaseous nitrogen for purge of enclosures located in the test chamber.
- 11. Provide power for customer supplied GSE internal to the test chamber (assumed 4x 120VAC power feeds).
- 12. Provide power for customer supplied GSE external to the test chamber (assumed 120VAC loads within existing current draw capability).
- 13. Provide temporary office space for 8 – 10 personnel near ISPF
- 14. The NASA guest wireless network is shall be available for general Internet access.
- 15. Provide data regarding test chamber conditions from existing facility sensors (pressure and temperature).
- 16. Conduct a Safety Review approximately 2 weeks prior to test.
- 17. Conduct an Operational Readiness Review 1-2 days prior to test.

B. NTESS will use reasonable efforts to:

Phase 1: Planning and Engineering (Performed via telework.):

- 1. Provide data necessary to support NASA review and approval of customer provided test article or GSE pressure vessels and/or systems per NASA 8719.17 requirements.
- 2. Provide data necessary to support NASA development of Site Explosives Plan per requirements of GRC Explosive Safety officer.
- 3. Provide a Hazards Analysis Report detailing hazards that are specific to the test article or GSE 4-6 weeks in advance of the test to permit conduct of the Safety Review and to permit calculation of safety factors and other test-specific hazards. This report shall also contain a list of materials which have Material Safety Data Sheets (MSDS/SDS) available. ISPF will utilize the Test Plan, Hazards Analysis Report, and other customer information to generate an overall Hazards Analysis for the test. The ISPF Test Hazards Analysis and the Customer Hazards Analysis are required elements of the Safety Review input. An MS Excel template of the typically used ISPF Hazards Analysis can be provided for Customer use. In any case however, the risk assessment codes must conform to the GRC Safety Manual, Chapter 1A.

4. Be responsible for final design and construction of the drop mechanism and arrest mechanism.

Phase 2: Execution Phase (Conduct final preparation and execute facility test.):

1. Provide test article and test article interface to mount and support test article into facility supplied facility interfaces. ISPF personnel will work with the customer on interfaces between the test article and the test chamber support.
2. Provide any required video camera(s) and associated vacuum-rated camera enclosures.
3. Provide data acquisition system for recording of test data.
4. Provide all required test article mechanical and electrical GSE.
5. Provide all instrumentation sensors attached to the test article, if any.
6. If required, provide cabling from customer supplied GSE to the chamber wall penetration bulkheads, and vacuum-compatible cabling from the bulkheads to the test article.
7. If required, provide any fluids and/or non-propellant consumables and operational procedures for fluid operations.
8. Participate in a joint Operational Readiness Review prior to test.
9. Provide personnel for operations requiring direct contact with any test hardware.
10. Provide installation and removal technician crew.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones and estimated schedule for the activities defined in the "Responsibilities" Article are identified below. The current circumstances related to the COVID-19 pandemic may significantly impact the schedule and milestones of this Agreement, specifically with respect to Phase 2 and the test at ISPF, and dates are therefore subject to a considerable degree of variability. The Parties may utilize a separate document labeled as "Appendix A: Schedule Coordination Matrix" ("Appendix") to coordinate possible changes to the Agreement schedule. The Appendix is utilized only for Agreement performance planning purposes and the terms and conditions of this Agreement control. Any change schedule identified in the Appendix must be signed or approved by the applicable Management Points of Contact or Technical Points of Contact for the respective Parties, as appropriate. The dates included in the aforementioned Appendix are the best approximation at the time this Agreement was created and may be amended.

- |  |                 |
|--|-----------------|
| 1. The Parties shall commence Phase 1 Planning and Engineering activities. All Planning and Engineering activities will be conducted via telework. | See Appendix A. |
| 2. Establish test schedule.  | See Appendix A. |
| 3. Receipt of test article.  | See Appendix A. |
| 4. Phase 2 shall commence with the installation of the first test article in ISPF.   | See Appendix A. |
| 5. Commence testing activities.  | See Appendix A. |

6. Remove test article from ISPF.

See Appendix A.

## ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of **\$222,526.00** for NASA to carry out its responsibilities under this Agreement. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement. Payment must be made by Partner in advance of initiation of NASA's efforts on behalf of the Partner. The Partner shall pay NASA via the following payment schedule:

- Payment 1: \$111,263.00 paid upon Effective Date.
- Payment 2: \$111,263.00 paid prior to commencement of activities of Phase 2.

B. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

(1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;

(2) pay.gov at <https://paygov.nssc.nasa.gov/> and select the appropriate NASA Center for the agreement from the drop down; or

(3) check. A check should be payable to NASA and sent to:

NASA Shared Services Center  
FMD – Accounts Receivable for the Accounts of: Glenn Research Center  
Building 1111,  
Jerry Hlass Road,  
Stennis Space Center, MS 39529

Payment by electronic transfer (#1 or #2, above), is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference: NASA Glenn Research Center, title, date, and Agreement Number: SAA3-1702.

C. NASA will not provide services or incur costs beyond the existing payment. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and has the option of canceling the remaining effort or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to Partner. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

D. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

#### ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA or one or more of its Related Entities for any injury to, or death of, Partner or one or more of its Related Entities, or for damage to, or loss of, Partner's property or the property of its Related Entities, arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. In the event the U.S. Government incurs any liability based upon Partner's failure to provide for the waiver by Partner's Related Entities set out above, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for liability by Partner's Related Entities.

C. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement for the primary benefit of Partner, except in the case of wilful misconduct by NASA, Partner shall be solely responsible for the repair and restoration of such property subject to NASA direction.

D. Notwithstanding the other provisions of this Article, the waiver of liability set forth in this section shall not be applicable to:

- i. Claims between Partner and its own Related Entity or between its own Related Entities;
- ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- iii. Claims for damage caused by willful misconduct;
- iv. Intellectual property claims;
- v. Claims for damage resulting from a failure of Partner to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
- vi. Claims by Partner arising out of or relating to NASA's failure to perform its obligations under this Agreement.

## ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or
  - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

10. Partner may use the following or a similar restrictive notice:

**Proprietary Data Notice**

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

**B. Data First Produced by Partner Under this Agreement**

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

**C. Data First Produced by NASA Under this Agreement**

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for two years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

**D. Publication of Results**

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

**E. Data Disclosing an Invention**

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

**F. Copyright**

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

#### G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

#### H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.
  - a. Background Data:  
The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
  - b. Third Party Proprietary Data:  
The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
  - c. Controlled Government Data:  
The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
  - d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:  
None
4. For such Data identified with a restrictive notice pursuant to H.2. including such Data identified pursuant to this Article, Receiving Party shall:
  - a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
  - b. Safeguard such Data from unauthorized use and disclosure;



- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

#### I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

- 1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
- 2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

#### J. Classified Material

If classified material is used under this Agreement, Partner must provide a completed Contract Security Classification Specification (DD Form 254 or equivalent) to the NASA Point of Contact. Handling of classified material must be consistent with NASA and U.S Federal Government statutes, regulations, and policies.

### ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

#### A. General

- 1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
- 2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
- 3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

#### B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

### C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

### D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

### E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

### F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

### G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

Note: Partner should be informed that it can locate NASA technology available for licensing by visiting the following website address – <http://technology.nasa.gov>.

#### ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS

##### A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

##### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

#### ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

#### ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such

research, information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access, including use of Interconnection Security Agreements (ISAs), when applicable.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).
2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

#### ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or two (2) years from the Effective Date, whichever comes first.

#### ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

#### ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss", "Intellectual Property Rights"-related clauses, and "Financial Obligations" shall survive such expiration or termination of this Agreement.

#### ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact:

NASA

David E. Taylor  
Deputy Director  
Neil A. Armstrong Test Facility  
6100 Columbus Avenue  
Sandusky, OH 44870  
Phone: 419-621-2101  
david.e.taylor@nasa.gov

NATIONAL TECHNOLOGY AND  
ENGINEERING SOLUTIONS OF  
SANDIA, LLC.

John Paul Duman  
Subcontract Manager  
1515 Eubank SE  
Albuquerque, NM 87123  
Phone: 505-845-3084  
jpduman@sandia.gov

Technical Points of Contact:

NASA

Harold F. Weaver

Project Manager

Neil A. Armstrong Test Facility

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NATIONAL TECHNOLOGY AND  
ENGINEERING SOLUTIONS OF  
SANDIA, LLC.

Darren Davidson

Sandia Delegated Representative

1515 Eubank SE,

MS 1185

Albuquerque, NM 87123

Phone: (505)844-3124

dldavid@sandia.gov

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

The Parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 26. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE  
ADMINISTRATION  
GLENN RESEARCH CENTER

NATIONAL TECHNOLOGY AND  
ENGINEERING SOLUTIONS OF SANDIA,  
LLC.

BY: \_\_\_\_\_  
Marla E. Pérez-Davis, Ph.D.  
Center Director

BY: \_\_\_\_\_  
John Paul Duman  
Subcontract Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_